

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYT Broadcast Holdings, LLC		05/07/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Local TV Pennsylvania, LLC		
Street Address:	1717 Dixie Highway		
Internal Address:	Suite 650		
City:	Ft. Wright		
State/Country:	KENTUCKY		
Postal Code:	41011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1518325	WNEP	
CORRESPONDENCE DATA			
Fax Number:	(202)776-4981		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 776-2876		
Email:	trademark@dowlohnes.com		
Correspondent Name:	Suzanne M. Underwald		
Address Line 1:	1200 New Hampshire Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	01822.0003		
NAME OF SUBMITTER:	Suzanne M. Underwald		
Signature:	/Suzanne M. Underwald/		

OP \$40.00 1518325

Date:

06/06/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of May __, 2007 is made by and among NYT Broadcast Holdings, LLC, a Delaware limited liability company, New York Times Management Services, a Massachusetts business trust (collectively, "Assignors" and individually, "Assignor"), on the one hand, and Local TV Pennsylvania, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignors, KAUT-TV, LLC, a Delaware limited liability company, NYT Holdings, Inc., an Alabama corporation, Local TV, LLC, a Delaware limited liability company ("Purchaser") and for limited purposes only, each of The New York Times Company, a New York corporation, and Oak Hill Capital Partners II, L.P., a Delaware limited partnership entered into a certain Asset Purchase Agreement, dated as of January 3, 2007 (the "Asset Purchase Agreement");

WHEREAS, pursuant to Section 10.3 of the Asset Purchase Agreement, Purchaser has assigned to Assignee its rights and obligations to the Business Intellectual Property used or held for use exclusively in connection with the operation of WNEP-TV (the "WNEP Business Intellectual Property");

WHEREAS, each Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of such Assignor's right, title and interest in and to the WNEP Business Intellectual Property; and

WHEREAS, each Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of such Assignor's right, title and interest in and to the marks, slogans, brands, logos, and/or trade names included within the WNEP Business Intellectual Property, including, without limitation, the marks, slogans, brands, logos, and/or trade names set forth on Schedule A hereto, together with all goodwill associated therewith (collectively, the "WNEP Marks");

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. Assignment. Each Assignor hereby assigns, transfers, conveys and delivers to Assignee all of such Assignor's right, title, and interest in, to and under the WNEP Marks, including, without limitation, any and all registrations and/or applications for the WNEP Marks and the goodwill of the business symbolized by the WNEP Marks.

3. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the WNEP Marks, shall be held and enjoyed by Assignee and its successors and assigns.

4. Further Assurances. Each Assignor agrees to execute, or arrange the execution of, and deliver to the Assignee such further instruments and certificates of conveyance and transfer as the Assignee may reasonably request in order to more effectively transfer and assign to, and to vest, confirm and perfect in, Assignee, its successors, assigns or other legal representatives ownership of and good title to the WNEP Marks in accordance with this Assignment.

5. Authorization. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of any and all of such Assignors' rights in the WNEP Marks.

6. Conflicts with Asset Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

7. Successors and Assigns. This Assignment is binding on and inures to the benefit of the parties hereto, their respective successors in interest and their respective permitted assigns.

8. Governing Law. This Assignment will be governed by and construed and interpreted in accordance with the substantive Law of the State of New York, without giving effect to any conflicts of Law, rule or principle that might require the application of the laws of another jurisdiction.

9. Counterparts. This Assignment may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this Assignment may be effected by means of an exchange of facsimile signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first written above.


NYT BROADCAST HOLDINGS, LLC

By: _____
Name:
Title:

NEW YORK TIMES MANAGEMENT SERVICES

By: _____
Name:
Title:

LOCAL TV PENNSYLVANIA, LLC

By:  _____
Name: Kevin Levy
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first written above.

NYT BROADCAST HOLDINGS, LLC

By: *KAR*
Name: **Kenneth A. Richieri**
Title: *Vice President*

NEW YORK TIMES MANAGEMENT SERVICES

By: *KAR*
Name: **Kenneth A. Richieri**
Title: *Vice President*

LOCAL TV PENNSYLVANIA, LLC

By: _____
Name:
Title:

EXHIBIT A
WNEP Marks

Federal Trademarks								
Station	Trademark	Ref.#	Filed	Appl.#	Reg Date	Reg.#	Status	Class(es)
WNEP-TV	WNEP	N0258-0219	5/17/1988	73/728,883	12/27/1988	1,518,325	Registered	38

Brands & Logos		
Station	Licensors/In-house	Description
WNEP-TV	In-house	Newswatch 16
WNEP-TV	In-house	WNEP, The News Station
WNEP-TV	In-house	Stormtracker 16
WNEP-TV	In-house	Healthwatch 16
WNEP-TV	In-house	Action 16
WNEP-TV	In-house	Skycam 16
WNEP-TV	In-house	Proud To Serve
WNEP-TV	In-house	On the Pennsylvania Road
WNEP-TV	In-house	Winterwatch 16
WNEP-TV	In-house	WNEP Now
WNEP-TV	In-house	WNEP Anytime
WNEP-TV	In-house	Talkback 16
WNEP-TV	In-house	Talkback on Line
WNEP-TV	In-house	Brown Bag Monday
WNEP-TV	In-house	Wham Cam
WNEP-TV	In-house	Pennsylvania Outdoor Life
WNEP-TV	In-house	Home and Backyard
WNEP-TV	In-house	Ask the Professional
WNEP-TV	In-house	Ask the Health Professional
WNEP-TV	In-house	Skyzoom
WNEP-TV	In-house	Marketplace 16
WNEP-TV	In-house	Total Disclosure Dealers
WNEP-TV	In-house	GoTDD.com
WNEP-TV	In-house	Does it Really Work
WNEP-TV	In-house	Heartwatch 16
WNEP-TV	In-house	Realtime Doppler Radar
WNEP-TV	In-house	Future Radar
WNEP-TV	In-house	What's Doin
WNEP-TV	In-house	People & Places
WNEP-TV	In-house	Public Service Bulletin Board
WNEP-TV	In-house	PSBB
WNEP-TV	In-house	Good Things are Happening
WNEP-TV	In-house	The News Station Extra
WNEP-TV	In-house	Newswatch 16 Anytime
WNEP-TV	In-house	Operation Save a Life
WNEP-TV	In-house	Trail of Treats
WNEP-TV	In-house	All in a Day's Drive
WNEP-TV	In-house	16 Salutes
WNEP-TV	In-house	In Your Neighborhood